



### Terms and conditions - IPMFlow

Last updated: 2025.06.12.

The contract established based on the present document shall not be filed (is not accessible subsequently; the conclusion of the contract is proven by the order data), is concluded by a legal declaration made through implied conduct, does not qualify as a written contract, is written in the Hungarian language, and does not refer to any code of conduct. Should you have any questions concerning the operation of the website or the ordering process, we are at your disposal via our specified contact details.

The scope of these GTC extends to legal relationships on the Service Provider's website (https://ipmflow.com/) and its subdomains. These GTC are continuously available (and can be downloaded and printed at any time) from the following website: Ipmflow.com/aszf, Ipmflow.com/terms.

## **Definitions:**

- **User:** Any natural or legal person, or organization, who uses the services of the Service Provider, and enters into a contract with the Service Provider.
- **Consumer:** A User who is a natural person acting outside the scope of their profession, self-employment, or business activity.
- **Business:** A person acting within the scope of their profession, self-employment, or business activity.
- Service Provider: The natural or legal person or organization without legal personality
  providing information society services, who provides a service to the User, and who
  enters into a contract with the User.

# 1. SERVICE PROVIDER'S DETAILS:

• Name of the service provider: Trapshop Kft.

- Registered office of the service provider (and place of complaint handling): 8797
   Batyk, Fő utca 34, Hungary
- Contact details of the service provider, regularly used email address for communication with users: hello@ipmflow.com
- Company registration number/registration number of the service provider: 2009078346
- Tax number of the service provider: 32050547-2-20
- Name of the authority registering in the register / licensing authority and license number (if any): Zalaegerszeg Regional Court as Court of Registration
- Telephone number of the service provider: +36 30 220 9884
- Language of the contract: Hungarian
- Name, address, email address of the hosting provider:
   Rackhost Zrt. (6722 Szeged, Tisza Lajos körút 41., email: info@rackhost.hu, phone:
   +36 1 445 1200) https://www.rackhost.hu/privacy-policy

# 2. FUNDAMENTAL PROVISIONS:

- **2.1.** Matters not regulated in these GTC, as well as the interpretation of these GTC, shall be governed by Hungarian law, with special regard to Act V of 2013 on the Civil Code ("Ptk."), Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Elker. tv.), and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the relevant laws shall apply to the parties without any specific stipulation.
- **2.2.** These GTC are effective from May 15, 2025, and shall remain in force until revoked. The Service Provider is entitled to unilaterally amend the GTC (circumstances giving rise to amendment: changes in legislation, business interests, changes related to the company). The Service Provider shall publish the amendments on the website and notify registered/or previous purchasing Users of the change by email. The amendments do not affect previously concluded contracts, i.e., the amendment has no retroactive effect.
- **2.3.** The Service Provider reserves all rights with regard to the website, any part thereof and the content appearing thereon, as well as the distribution of the website. It is forbidden to download, electronically store, process, and sell the contents appearing on the website or any part thereof without the written consent of the Service Provider.

# 3. REGISTRATION/PURCHASE

- **3.1.** In the case of providing false data or data linked to another person during the use/ordering/subscription of the service, the resulting electronic contract may be challenged in court by the entitled party. As a result of a successful challenge (winning the lawsuit), the contract becomes invalid from the date of its conclusion, or if it conceals another contract, the rights and obligations of the parties shall be judged based on the concealed contract.
- **3.2.** The Service Provider shall not be liable for any delay or other problem or error attributable to data provided incorrectly and/or inaccurately by the User. However, the Service Provider informs the Users that, after consultation with and clear identification of the User, it may correct the incorrectly entered data in the order so that invoicing and performance are not hindered.
- **3.3.** The Service Provider shall not be liable for damages arising from the User forgetting their password, or it becoming accessible to unauthorized persons for any reason not attributable to the Service Provider (if there is registration on the site).

# 4. SCOPE AND PRICES OF PURCHASABLE PRODUCTS AND SERVICES

- **4.1.** The displayed products can be ordered online. The prices displayed for the products are in Hungarian Forints (HUF), are gross prices (i.e., they include the statutory VAT, or if the Service Provider invoices VAT-free, the prices are the amounts payable), but do not include fees related to payment.
- **4.2.** The Service Provider shall indicate in detail the name, description of the product, and display a photo of the (digital) products (if possible).
- **4.3.** If a promotional price is introduced, the Service Provider shall fully inform Users about the promotion and its exact duration. When determining promotional prices, the Service acts lawfully, complying with the rules of the joint decree NFGM-SZMM 4/2009 (I.

30.) on the detailed rules for indicating the sales price and unit price of products, as well as the fee for services.

- **4.4.** In the case of an incorrect price being displayed, the Service Provider is not obliged to confirm the order at this price, but has the option to refuse the offer and may offer to confirm at the correct, real price, in the knowledge of which the User has the right to:
  - not accept the modified offer, cancel the order.
  - maintain their order at the correct price.

Based on Act V of 2013 on the Civil Code (Ptk.), a contract is created by the mutual and concordant expression of the will of the parties. If the parties cannot agree on the contractual terms, i.e., there is no declaration expressing the will of the parties mutually and concordantly, then we cannot speak of a validly concluded contract from which rights and obligations would arise. An incorrect price is considered to be:

- · a price of 0 HUF,
- a price of 1 HUF, or
- a promotional price that does not correspond to the indicated percentage discount compared to the original price. For example, if a product's original price is 10,000 HUF, and a 50% discount is in effect, the correct promotional price would be 5,000 HUF. It is considered an incorrect price if 1,000 HUF or 2,000 HUF is displayed instead.

# 5. THE ORDERING PROCESS AND SPECIAL PROVISIONS

**5.1.** The User logs into the website after registration and then subscribes to the service.

# 5.2. Payment methods:

 Online by credit card: The User has the option to pay the total value of the order online with a credit card through the secure payment system of the financial service provider used by the Service Provider.

`. By placing the order, the User acknowledges that, according to § 15 of Government Lecree 45/2014 (II. 26.) and other conditions (e.g., § 20), a payment obligation arises with the order.

- **5.4.** Correction of data entry errors: Before completing the ordering process, the User can always step back to the previous phase to correct the entered data.
- **5.5.** The User will receive a confirmation by e-mail after sending the order. If this confirmation does not arrive to the User within an expected deadline depending on the nature of the service, but no later than 48 hours from the sending of the User's order, the User is released from the obligation to make an offer or any contractual obligation. The order and its confirmation are considered to have been received by the Service Provider or the User when it becomes accessible to them. The Service Provider excludes its confirmation liability if the confirmation does not arrive in time because the User provided a wrong e-mail address during registration, or cannot receive a message due to the saturation of the storage space belonging to their account.

# 5.6. Description of the Service

The Service Provider provides online, subscription-based software tools through the IPMFlow.com platform, aimed at supporting pest risk analysis, risk assessment, and related IPM (Integrated Pest Management) processes, especially for food industry and pest control professionals. The tool used for the analysis is the ipmflow.com platform. The person responsible for the content and professional conclusions is the Professional who uses the ipmflow.com tools. Ipmflow.com ensures the operation of the platform but assumes no responsibility for the content.

The Service may include features supported by artificial intelligence (AI), currently Google Gemini (via OpenRouter API) (e.g., automated report generation based on data entered by the User).

The exact content of the Service, the available functions and modules (e.g., "IPMFlow – RAP") are detailed on the Website.

**Test Period:** The Service Provider currently offers a test period, during which Users can use certain functions of the Service free of charge after registration. The Service Provider will announce the end of the test period and the introduction of the paid model in advance on the Website and/or by e-mail.

# 5.7. Subscription Packages, Fees and Payment

Try it for free and discover what you and AI can achieve together! The Service is available in various subscription packages, offering different features and capacities. The current packages and their fees are detailed on the Website.

Basic Package	Professional Package
<b>3</b>	<b>3</b>

The User can pay the fees using the payment methods indicated by the Service Provider on the Website. Payment services are provided by a third-party payment processor (currently Stripe Inc. and its affiliates, hereinafter: "Stripe").

**Stripe Payment Terms:** By using the payment services, the User accepts the Stripe Services Agreement and Stripe Privacy Policy, which are available on the Stripe website. The User is responsible for the accuracy and up-to-dateness of the payment data provided to Stripe. The Service Provider does not store credit card data.

Subscription fees are due in advance for the given subscription period (monthly or annual). The subscription automatically renews at the end of the period unless the User cancels it through the Website before the start of the next period.

The Service Provider reserves the right to modify the subscription fees and the content of the packages. The Service Provider shall inform the Users of the modifications a reasonable time before the next subscription period. The modifications do not apply to the period already paid for.

**Basic - Free** 

Professional – \$25+VAT/month; or \$200+VAT/year

#### Package contents:

#### Basic Package

**FREE** 

- Unlimited risk analysis exports without AI
- Max Sites / User: 50
- Max Locations / Site: 20
- Max Assessments / Location (older ones are deleted): 20

#### Learn more

#### • Professional Package

\$25+VAT/month or \$200+VAT/year

With an annual subscription, you pay only \$200 instead of \$300!

- Everything from the FREE package, plus your own branding: place your logo and company information in the header!
- Daily PDF exports with AI generation: 20 pcs

# 5.8. User's obligations and responsibilities

- The User is obliged to use the Service lawfully and in accordance with these GTC.
- The User is exclusively responsible for all data, information, and content (e.g., site
  data, risk assessment parameters, pest sightings, descriptions of measures) that
  they upload, enter into, or generate with the help of the Service (including Algenerated reports).
- The User acknowledges that the Service (especially Al-based functions) operates based on the data provided by the User. The User is responsible for the accuracy, completeness, and appropriateness of the data entered.
- The User may not engage in any activity that endangers or hinders the operation of the Service or the systems serving it (e.g., overloading, spreading viruses, unauthorized access attempts).

# 5.9. Use of AI (Artificial Intelligence)

- The User acknowledges that certain parts of the Service (e.g., report generation) operate with the help of artificial intelligence (Google Gemini).
- The output generated by the AI (e.g., reports, analyses, suggestions) is based on the
  data provided by the User. The accuracy, completeness, or suitability for a specific
  purpose of the answers and reports provided by the AI is not guaranteed.
- **User Verification:** The User must always critically evaluate and professionally check the content generated by the AI before use. The results generated by the AI are for information purposes only and do not replace qualified human expertise and decision-making.
- Disclaimer of Liability: The Service Provider disclaims all liability for any direct or indirect damages arising from the inaccuracy, incompleteness of the content generated by the AI, or from decisions made by the User based on them. The User is solely responsible for the use of the results generated by the AI.

- The use of AI functions may be tied to subscription packages (regarding API usage limits), following the introduction of the fee packages.
- Together for the best result: The AI tools of ipmflow.com support your expertise by
  processing data. For the best result, please provide accurate data. As AI technology
  is still developing, the generated content always requires careful professional review
  by you. You are responsible for the accuracy of the final result and its appropriate
  use. Thank you for your responsible cooperation!

# 5.10. Termination, Suspension of the Contract

The User may terminate the use of the Service and delete their account at any time in the manner provided on the Website or through the Service Provider's customer service. A refund of already paid subscription fees is generally not possible in case of termination by the User.

The Service Provider is entitled to suspend the User's access with immediate effect or to terminate the contract (delete the account) if the User:

- Breaches any material provision of these GTC.
- Provides false data during registration.
- Uses the Service in an unlawful manner.
- Fails to pay the due subscription fees (after the introduction of the paid model).
- Engages in activity that endangers the security of the Service or the rights of other users.

Upon termination of the contract, the User's access to the Service ceases. The Service Provider will delete the data entered by the User in accordance with the Privacy Policy, unless further retention is required by law.

# 6. PROCESSING OF ORDERS AND FULFILLMENT

**6.1.** Orders are processed continuously. The Service Provider will in all cases confirm electronically when it can fulfill the order.

- **6.2.** General fulfillment deadline is within a few minutes from the conclusion of the contract.
- **6.3.** Based on the sales contract, the Service Provider is obliged to transfer the ownership of the thing, and the User is obliged to pay the purchase price and take delivery of the thing.
- **6.4.** If the seller is a business and the buyer is a consumer, in the absence of a different agreement between the parties, the seller (according to these GTC: Service Provider) is obliged to make the thing available to the buyer (User) without delay, but no later than thirty days after the conclusion of the contract.
- **6.5.** In case of delay by the Service Provider, the User is entitled to set a supplementary deadline. If the seller does not perform within the supplementary deadline, the buyer is entitled to withdraw from the contract.
- **6.6.** The User is entitled to withdraw from the contract without setting a supplementary deadline if:
  - a) the Service Provider has refused to perform the contract; or
  - b) the contract should have been performed at the specified performance time and not at any other time – according to the agreement of the parties or due to the recognizable purpose of the service.

If the Service Provider is in delay, the User may demand performance or, if their interest in the performance of the contract has ceased as a result of the delay, may withdraw from the contract.

The User's withdrawal does not require proof of the cessation of interest in performance if:

- a) the contract should have been performed at the specified performance time and not at any other time – according to the agreement of the parties or due to the recognizable purpose of the service; or
- b) the entitled party has set a suitable supplementary deadline for subsequent performance, and the supplementary deadline has passed without result.
- **6.7.** If the Service Provider does not fulfill its contractual obligation because the product specified in the contract is not available, it is obliged to inform the User thereof immediately and to refund the amount paid by the User immediately, and the Service ovider is obliged to ensure that the User can enforce other rights provided by law in case defective performance.

## 7. RIGHT OF WITHDRAWAL

**7.1.** In accordance with Directive 2011/83/EU of the European Parliament and of the Council, and Government Decree 45/2014 (II.26.) on the detailed rules of contracts between a consumer and a business, the Consumer is not entitled to the right of withdrawal in the case of a non-pre-manufactured product which has been produced on the consumer's instructions or at their express request, or in the case of a product which has been clearly personalized for the consumer.

#### **7.2.** The consumer may also not exercise their right of withdrawal:

- a. in the case of a contract for the provision of a service, after the performance of the service as a whole, if the business began the performance with the consumer's express, prior consent, and the consumer has acknowledged that they will lose their right of termination after the performance of the service as a whole;
- b. in respect of a product or service the price or fee of which depends on the fluctuation of the financial market which cannot be controlled by the business and which may occur during the period open for exercising the right of withdrawal;
- c. in respect of a perishable product or a product which retains its quality for a short period;
- d. in respect of a sealed product which, for health protection or hygiene reasons, cannot be returned after opening after delivery;
- e. in respect of a product which, by its nature, is inseparably mixed with other products after delivery;
- f. in respect of an alcoholic beverage, the actual value of which depends on market fluctuations in a way that cannot be controlled by the business, and the price of which was agreed upon by the parties at the time of the conclusion of the sales contract, but the contract is performed only after the thirtieth day from the conclusion;
- g. in the case of a business contract where the business visits the consumer at the consumer's express request to carry out urgent repair or maintenance work;
- h. in respect of the sale and purchase of sealed audio or video recordings and copies of computer software, if the consumer has opened the packaging after delivery;
- i. in respect of newspapers, journals and periodicals, with the exception of subscription contracts;
- j. in the case of contracts concluded at a public auction;
- k. in the case of a contract for the provision of accommodation, transport, car rental, catering or services related to leisure activities, other than for residential purposes, if a specific performance date or deadline has been set in the contract;

- I. in respect of digital content provided on a non-tangible medium, if the business has begun performance with the consumer's express, prior consent, and the consumer has at the same time declared their acknowledgement that they will lose their right of withdrawal after the beginning of the performance (e.g., training courses, courses, etc.).
- **7.3.** Government Decree 45/2014 (II.26.) on the detailed rules of contracts between a consumer and a business is available <u>here</u>.
- 7.4. Directive 2011/83/EU of the European Parliament and of the Council is available here.

## 8. WARRANTY

### **Defective Performance**

The obligor performs defectively if the service, at the time of performance, does not meet the quality requirements established in the contract or by law. The obligor does not perform defectively if the entitled party knew of the defect at the time of contracting, or should have known of the defect at the time of contracting.

In a contract between a consumer and a business, any stipulation that deviates from the provisions of this chapter on warranty of conformity and guarantee to the detriment of the consumer is null and void.

Multiple warranty rights are only granted to Users who qualify as consumers under the Civil Code.

**User qualifying as a Business:** a person acting in the course of their profession, self-employment or business activity.

# Warranty of Conformity (Kellékszavatosság)

**8.1.** In which case can a User exercise their right to a warranty of conformity?

he event of defective performance by the Service Provider, the User may assert a claim for warranty of conformity against the Service Provider in accordance with the rules of the

#### **8.2.** What rights does the User have based on their warranty of conformity claim?

The User may, at their choice, make the following warranty of conformity claims: they may request repair or replacement, unless the fulfillment of the chosen claim is impossible or would result in disproportionate additional costs for the business compared to the fulfillment of its other claim. If the User has not requested or could not request repair or replacement, they may demand a proportionate reduction of the consideration or – as a last resort – may also withdraw from the contract. The User may switch from their chosen warranty of conformity right to another, but the cost of the switch shall be borne by the User, unless it was justified or the business gave cause for it.

The consumer is also entitled – in proportion to the seriousness of the breach of contract – to demand a proportionate reduction of the consideration, or to terminate the sales contract, if

- a) the business has not carried out the repair or replacement, or has carried it out but has not, in whole or in part, carried out the removal and re-installation, or has refused to make the goods conform to the contract;
- b) a repeated performance defect has occurred, despite the business having attempted to make the goods conform to the contract;
- c) the defect in performance is of such a serious nature as to justify an immediate price reduction or immediate termination of the sales contract; or
- d) the business has not undertaken to make the goods conform to the contract, or it
  is clear from the circumstances that the business will not make the goods conform to
  the contract within a reasonable time or without significant prejudice to the
  consumer.

If the consumer wishes to terminate the sales contract on the grounds of defective performance, the burden of proving that the defect is insignificant lies with the business.

The consumer is entitled to withhold the remaining part of the purchase price – in proportion to the seriousness of the breach of contract – in whole or in part, until the business has fulfilled its obligations regarding the conformity of the performance and defective performance.

The reasonable time for carrying out the repair or replacement of the goods must be 'culated from the time the consumer notified the business of the defect.

The consumer must make the goods available to the business for the purpose of carrying out the repair or replacement.

The business must ensure the return of the replaced goods at its own expense. If the repair or replacement requires the removal of goods which were installed in accordance with the nature and purpose of the goods – before the defect became apparent – then the obligation to repair or replace includes the removal of the non-conforming goods and the installation of the replacement or repaired goods or bearing the costs of removal or installation.

The reduction of the consideration is proportionate if its amount is equal to the difference between the value of the goods due to the consumer in the case of contractual performance and the value of the goods actually received by the consumer.

The consumer's right of warranty of conformity to terminate a sales contract may be exercised by means of a legal declaration addressed to the business, expressing the decision to terminate.

If the defective performance affects only a specific part of the goods supplied under the sales contract and the conditions for exercising the right to terminate the contract exist in respect of them, the consumer may terminate the sales contract only in respect of the defective goods, but may also terminate it in respect of any other goods acquired with them if the consumer cannot reasonably be expected to keep only the goods that conform to the contract.

If the consumer terminates the sales contract in its entirety or in respect of a part of the goods supplied under the sales contract, then

- a) the consumer must return the goods concerned to the business at the business's expense; and
- b) the business must immediately refund to the consumer the purchase price paid for the goods concerned, as soon as it has received the goods or proof of their return.

#### 8.3. Within what time limit can a User enforce their warranty of conformity claim?

The User (if qualifying as a consumer) is obliged to report the defect immediately after its discovery, but not later than two months from the discovery of the defect. However, we draw your attention to the fact that beyond the two-year limitation period from the rformance of the contract (1 year for businesses or used products), you can no longer

enforce your warranty of conformity rights. (For products with an expiry date, the warranty of conformity can be enforced until the end of the expiry date).

If, in the case of goods containing digital elements, the sales contract provides for the continuous supply of the digital content or digital service for a specified period, the business is liable for any defect in the goods in relation to the digital content or digital service if the defect

- a) in the case of a continuous service for a period not exceeding two years, occurs or becomes recognizable within two years of the delivery of the goods; or
- b) in the case of a continuous service for a period exceeding two years, occurs or becomes recognizable during the entire period of the continuous service.
- **8.4.** Against whom can you enforce your warranty of conformity claim?

The User can enforce their warranty of conformity claim against the Service Provider.

**8.5.** What other conditions are there for enforcing your warranty of conformity rights (if the User qualifies as a consumer)?

Within 1 year from the date of performance, there is no other condition for enforcing a warranty of conformity claim beyond the notification of the defect, if the User proves that the product or service was provided by the business operating the website. However, after 1 year from the date of performance, the User is obliged to prove that the defect recognized by the User already existed at the time of performance.

# **Product Warranty (Termékszavatosság)**

**8.6.** In which case can a Consumer exercise their product warranty right and what rights does the Consumer have based on their product warranty claim?

In case of a defect in a movable good (product), the Consumer – at their choice – may exercise their warranty of conformity right or assert a product warranty claim in accordance with the rules of the Civil Code.

As a product warranty claim, the Consumer may request the repair or replacement of the defective product.

/. Against whom can you enforce your product warranty claim?

You may exercise your product warranty rights against the manufacturer or distributor of the product (hereinafter jointly: the manufacturer).

**8.8.** In which case is a product considered defective?

A product is defective if it does not meet the quality requirements in force at the time of its placing on the market or if it does not have the properties described by the manufacturer.

**8.9.** Within what time limit can the Consumer enforce their product warranty claim?

The Consumer can enforce their product warranty claim within two years from the date the product was placed on the market by the manufacturer. After this deadline, this right is lost.

8.10. What rule of evidence applies when enforcing a product warranty claim?

When enforcing a product warranty claim, you must prove that the product defect existed at the time it was placed on the market by the manufacturer.

**8.11.** In which case is the manufacturer exempt from its product warranty obligation?

The manufacturer is exempt from its product warranty obligation if it can prove that

- it did not manufacture or place the product on the market in the course of its business, or
- the defect was not recognizable according to the state of science and technology at the time of placing on the market, or
- the defect of the product results from the application of a law or a mandatory official regulation.

The manufacturer only needs to prove one reason for exemption.

Please note that the Consumer may assert a claim for warranty of conformity against the business and a product warranty claim against the manufacturer for the same defect simultaneously, in parallel. If your product warranty claim is successfully enforced, you may then only enforce your warranty of conformity claim for the replaced product or the part of the product affected by the repair against the manufacturer.

**8.12.** The Service Provider is not liable for damages resulting from faulty or negligent handling after the transfer of risk, excessive use, or from influences other than those ecified, or from other improper use of the products.

# 9. PROCEDURE IN CASE OF A WARRANTY CLAIM (FOR USERS QUALIFYING AS CONSUMERS)

- **9.1.** In a contract between a consumer and a business, the agreement of the parties may not deviate from the provisions of the decree to the detriment of the consumer.
- **9.2.** It is the consumer's duty to prove the conclusion of the contract (with an invoice, or even just a receipt).
- **9.3.** The costs related to the fulfillment of the warranty obligation shall be borne by the Service Provider (Ptk. 6:166. §).
- **9.4.** The Service Provider is obliged to take a record of the consumer's warranty or guarantee claim reported to it.
- **9.5.** A copy of the record must be made available to the consumer immediately in a verifiable manner.
- 9.6. If the Service Provider is unable to declare the fulfillability of the consumer's warranty or guarantee claim at the time of its notification, it must notify the consumer of its position including the reason for rejection in case of rejection of the claim and the possibility of turning to a conciliation body within five working days in a verifiable manner.
- **9.7.** The Service Provider is obliged to keep the record for three years from the date of its recording and to present it at the request of the supervisory authority.
- **9.8.** The Service Provider must endeavor to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Service Provider is obliged to inform the consumer about the expected duration of the repair or replacement. The information shall be provided, with the prior consent of the consumer, by electronic means or by other means suitable for confirming receipt by the consumer.

## 0. MISCELLANEOUS PROVISIONS

- **10.1.** The Service Provider is entitled to use a contributor to fulfill its obligation. It is fully liable for the contributor's unlawful conduct as if it had committed the unlawful conduct itself.
- **10.2.** If any part of this Policy becomes invalid, illegal or unenforceable, this shall not affect the validity, legality and enforceability of the remaining parts.
- **10.3.** If the Service Provider does not exercise a right it is entitled to under the Policy, the failure to exercise the right shall not be considered a waiver of that right. Any waiver of a right is only valid in the case of an express written declaration to that effect. The fact that the Service Provider does not strictly adhere to an essential condition or stipulation of the Policy on one occasion does not mean that it waives its right to insist on the strict observance of that condition or stipulation in the future.
- **10.4.** The Service Provider and the User shall try to settle their disputes peacefully.
- **10.5.** The parties record that the Service Provider's webshop operates in Hungary, and its maintenance is also carried out here. As the site can be visited from other countries, users expressly acknowledge that the governing law in the relationship between the user and the Service Provider is Hungarian law. If the user is a consumer, then based on Section 26 (1) of the Code of Civil Procedure (Pp.), in disputes arising from this contract against the consumer, the court of the defendant's (consumer's) domestic place of residence has exclusive jurisdiction.
- **10.6.** The Service Provider does not apply different general access conditions for access to the products in the webshop for reasons related to the User's nationality, place of residence or place of establishment.
- **10.7.** The Service Provider with regard to the payment methods it accepts does not apply different conditions for the payment transaction for reasons related to the User's nationality, place of residence or place of establishment, the location of the payment account, the place of establishment of the payment service provider or the place of issue of the cash-substitute payment instrument within the Union.
- **10.8.** The Service Provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment in the internal market and amending Regulations (EC) No 2006/2004 and I) 2017/2394 and Directive 2009/22/EC.

# 11. COMPLAINT HANDLING PROCEDURE (FOR USERS QUALIFYING AS CONSUMERS)

- **11.1.** Our store aims to fulfill all orders in appropriate quality, to the full satisfaction of the customer. If the User nevertheless has a complaint regarding the contract or its fulfillment, they may communicate their complaint by the above phone number, e-mail address, or by letter.
- **11.2.** The Service Provider will investigate the oral complaint immediately and remedy it as necessary. If the customer does not agree with the handling of the complaint, or if the immediate investigation of the complaint is not possible, the Service Provider will immediately take a record of the complaint and its position on it, and give a copy to the customer.
- **11.3.** The Service Provider will respond to the written complaint in writing in a verifiable manner within 30 days and take measures to communicate it. It will justify its position rejecting the complaint. The Service Provider will keep the record of the complaint and a copy of the response for 3 years and present it to the supervisory authorities upon their request.
- **11.4.** We inform you that in case of rejection of your complaint, you may initiate the procedure of an authority or a conciliation body, as follows (the Service Provider has not made a general submission statement):
- **11.5.** The Consumer may turn to the consumer protection authority with a complaint:

In accordance with Sections 45/A (1)-(3) of the Consumer Protection Act (Fgytv.), and Government Decree 326/2024. (XI. 14.) on the designation of the consumer protection authority, the government office acts as the general consumer protection authority: <a href="https://kormanyhivatalok.hu/kormanyhivatalok">https://kormanyhivatalok.hu/kormanyhivatalok</a>

**11.6.** In case of a complaint, the Consumer has the option to turn to a conciliation body, the contact details of which can be found here:

Name of the Conciliation Body	Seat, Address of the Conciliation Body	Area of Competence
Budapest Conciliation Board	Address: 1016 Budapest, Krisztina krt. 99. Phone: (1) 488-2131 Fax: (1) 488-2186 President: Dr. Inzelt Éva Veronika Website: https://bekeltet.bkik.hu/ E-mail: bekelteto.testulet@bkik.hu	Budapest
Baranya County Conciliation Board	Address: 7625 Pécs, Majorossy Imre u. 36. Phone: (72) 507-154; (20) 283-3422 Fax: (72) 507-152 President: Dr. Bércesi Ferenc Website: www.baranyabekeltetes.hu E-mail: info@baranyabekeltetes.hu, kerelem@baranyabekeltetes.hu	Baranya County, Somogy County, Tolna County
Borsod-Abaúj- Zemplén County Conciliation Board	Address: 3525 Miskolc, Szentpáli u.  1. Phone: (46) 501-091 (new cases); 501-871 (ongoing cases) President: Dr. Tulipán Péter Website: www.bekeltetes.borsodmegye.hu E-mail: bekeltetes@bokik.hu	Borsod-Abaúj- Zemplén County, Heves County, Nógrád County
Csongrád- Csanád County Conciliation Board	Address: 6721 Szeged, Párizsi krt. 8- 12. Phone: (62) 554-250/118 ext. Fax: (62) 426-149 President: Dr. Horváth Károly Website: www.bekeltetes- csongrad.hu E-mail: bekelteto.testulet@csmkik.hu	Békés County, Bács- Kiskun County, Csongrád-Csanád County

Name of the Conciliation Body	Seat, Address of the Conciliation Body	Area of Competence
Fejér County Conciliation Board	Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone: (22) 510-310 Fax: (22) 510-312 President: Dr. Vári Kovács József Website: www.bekeltetesfejer.hu E-mail: bekeltetes@fmkik.hu; fmkik@fmkik.hu	Fejér County, Komárom-Esztergom County, Veszprém County
Győr-Moson- Sopron County Conciliation Board	Address: 9021 Győr, Szent István út 10/a. Phone: (96) 520-217 President: Dr. Bagoly Beáta Website: https://gymsmkik.hu/bekelteto E-mail: bekeltetotestulet@gymskik.hu	Győr-Moson-Sopron County, Vas County, Zala County
Hajdú-Bihar County Conciliation Board	Seat: 4025 Debrecen, Petőfi tér 10. Office location: 4025 Debrecen Vörösmarty u. 13-15. Phone: (52) 500-710; (52) 500-745 Fax: (52) 500-720 President: Dr. Hajnal Zsolt Website: https://www.hbmbekeltetes.hu E-mail: bekelteto@hbkik.hu	Jász-Nagykun- Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár- Bereg County
Pest County Conciliation Board	Seat: 1055 Budapest, Balassi Bálint u. 25. IV/2. Phone: +36 1 792 7881 President: Dr. Koncz Pál Website: www.pestmegyeibekelteto.hu; www.panaszrendezes.hu E-mail: pmbekelteto@pmkik.hu	Pest County

**11.7.** The competence of the conciliation body includes the out-of-court settlement of consumer disputes. The task of the conciliation body is to attempt to create an agreement between the parties for the purpose of settling the consumer dispute, and in case of its failure, to make a decision in the matter to ensure the simple, fast, effective and cost-saving enforcement of consumer rights. The conciliation body advises, at the request of the consumer or the Service Provider, on the rights and obligations of the Consumer.

In the conciliation body procedure, in the absence of an agreement, the council on the merits of the case

- a) issues a binding decision if
  - aa) the request is well-founded, and the business in its general submission statement according to § 36/C, registered with the conciliation body or the chamber, or published in its commercial communication, or in a statement made at the beginning of the procedure or at the latest by the time the decision is made – has recognized the decision of the conciliation body as binding upon itself, or
  - ab) the business has not made a submission statement, but the request is well-founded and the claim the consumer wishes to enforce neither in the request nor at the time the binding decision is made does not exceed two hundred thousand forints, or
- b) makes a recommendation if the request is well-founded, but the business stated at the beginning of the procedure that it does not recognize the council's decision as binding, or if it has not made any statement about recognizing the council's decision.
- **11.8.** In the case of a cross-border consumer dispute related to an online sales or online service contract, the conciliation body operated by the chamber designated by decree by the minister responsible for consumer protection is competent.
- 11.09. The business has a duty to cooperate in the conciliation body procedure, within the framework of which it is obliged to send its response to the conciliation body with the content specified in the Consumer Protection Act (Fgytv.) and within the time limit mentioned therein. With the exception of the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, the business is obliged to ensure the participation of a person authorized to create an agreement at the hearing. At the online hearing, the representative of the business authorized to create an agreement is obliged to participate online. If the sumer requests a personal hearing, the representative of the business authorized to create an agreement is obliged to participate at least online in the hearing.

- **11.10.** If the consumer does not turn to a conciliation body, or the procedure has not been successful, the consumer has the opportunity to turn to a court to settle the dispute. The lawsuit must be initiated with a statement of claim, which must include the following information:
  - the acting court;
  - the names, places of residence and legal status of the parties and their representatives;
  - the right to be enforced, with a presentation of the facts on which it is based and their evidence;
  - the data from which the jurisdiction and competence of the court can be established;
  - a definite request for a court decision.

The document, or a copy thereof, the content of which is referred to as evidence, must be attached to the statement of claim.

# 12. COPYRIGHT

- **12.1.** Since https://ipmflow.com/, as a website, qualifies as a copyrighted work, it is forbidden to download (reproduce), re-transmit to the public, use in any other way, electronically store, process, and sell the content appearing on the https://ipmflow.com/website or any of its details without the consent of the Service Provider or a corresponding measure except for legal documents, as the User can download the GTC and the privacy policy without any conditions or restrictions, and may store them in any form.
- **12.2.** Any material from the https://ipmflow.com/ website and its database may only be taken over with written consent and with a reference to the given website.
- **12.3.** The Service Provider reserves all its rights to all elements of its service, its domain names, the secondary domain names formed with them, and its internet advertising surfaces.
- **12.4.** It is forbidden to adapt or reverse engineer the content of the https://ipmflow.com/website or its parts; to create user IDs and passwords in an unfair manner; to use any application with which the https://ipmflow.com/website or any part of it can be modified or indexed.

- **12.5.** The name https://ipmflow.com/ enjoys copyright protection, its use, with the exception of referencing, is only possible with the written consent of the Service Provider.
- **12.6.** The User acknowledges that in case of use without a license, the Service Provider is entitled to a penalty. The amount of the penalty is a gross HUF 60,000 per image and a gross HUF 20,000 per word. The User acknowledges that this penalty clause is not excessive and browses the site in this knowledge. In case of copyright infringement, the Service Provider applies a notarial certification of fact, the cost of which is also passed on to the infringing user.

# 13. DATA PROTECTION

The website's privacy policy is available on the following page: Ipmflow.com/adatvedelem, Ipmflow.com/privacy

Batyk, May 15, 2025.

# 14. LIABILITY RULES APPLICABLE TO THE SERVICE PROVIDER AND THE USER

# Liability

By accepting these GTC, the User expressly acknowledges that they use the online service at their own risk.

The Service Provider excludes its liability for damages resulting from the processing of incorrect or false data provided by the user. The User acknowledges that the Service Provider is only liable for damages that are in direct causal connection with the unlawful and culpable conduct of the Service Provider.

If the User suffers any damage or disadvantage in connection with the use of the service or its result, the Service Provider excludes all liability in this regard.

The person who uploaded the information, advertisements, commercials or other materials not originating from the Service Provider on the website/app is solely responsible for their content.

Based on these GTC, the Service Provider does not guarantee that the service will have any result for the User. The Service Provider does not ensure the effectiveness of the service, thus is not responsible if the User does not get content suitable for them during the use of the service, nor is it responsible if the User did not receive the standard and quality they expected during the use of the service.

The service operates on an "as is" and "as available" basis, meaning the Service Provider is not obliged to make technical and IT developments that meet the User's needs.

The Service Provider also excludes its liability for:

- all damages arising from information (descriptions, images) placed by others on the https://ipmflow.com/ pages and in the application, including damages caused to third parties. This provision also applies to advertisements and other materials placed on the website/app,
- information provided by others, transmitted, stored or made accessible by an intermediary service provider's information society service – if the conditions specified by law exist,
- the correctness, truthfulness or compliance with legal regulations of the information placed on the website/app, or for legal infringements or damages caused to a third person by content that violates legal regulations;
- any damages resulting from the use of the system, complete shutdown of operation, or changes;
- other errors, damages attributable to a cause outside the Service Provider's control (force majeure)
- any material or moral damage to the User resulting from the use of the services.

The Service Provider assumes no liability for calls, offers not originating from it on the online platform it maintains and operates, and for contracts concluded based on them or the failure of any contract to be concluded, as well as for errors or termination of the Services available on the website/app.

In case of possible infringements related to the Service, the Service Provider cooperates with the authorities within the framework required by law to hold the infringing persons ponsible and reserves the right to report to the competent authority in case of an ... ringement committed by the User or a third party. If the Service Provider suffers a fine,

penalty, or any other amount payable under any legal title due to infringements related to the service, it will bring a full claim for damages against the infringer, both in respect of the amounts paid by the Service Provider and beyond.

The Service Provider does not interfere in legal disputes arising between the User and a third person or body; in case of any dispute, the User, by accepting these GTC, exempts the Service Provider from all claims, demands, and damages. (The Service Provider is not obliged to interfere in a legal dispute between the User and a third person or body, but the complaint may also be addressed to the Service Provider).

# **Obligations**

The Service Provider guarantees 95% availability of the online Service on an annual basis. For the purpose of measuring availability, a planned maintenance of a maximum duration of 1 working day is not considered a downtime, provided that the Service Provider has notified the User of its time and expected duration in due time, but at least 5 working days before the maintenance, on the website.

# **Rights**

The Service Provider is entitled, but not obliged, to check the content that may be made available or uploaded by the User during the use of the website/app. The Service Provider is also not obliged to check the information it only transmits, stores, makes accessible, therefore, with regard to the published content, the Service Provider is entitled, but not obliged, to look for signs indicating the conduct of unlawful activity.

# 15. SPECIAL RULES APPLICABLE TO THE USER

# **Special Rules Applicable to the User**

e User is obliged to provide the appropriate computer equipment and appropriate lernet access for using the online service. The User is entitled to publish or otherwise communicate their opinion formed during the possible evaluation of the online service on the website or other web interface without prejudice to the rights of others.

The User may use the information on the website/app at their own risk.

The User is obliged to ensure that a third party does not use the service instead of them; the transfer of access is not permitted.

# Other prohibited activities for Users related to the use of the website/app and the Service (content restriction):

- Using the online service to record and/or transmit images/videos, location data or any personal data of other people without their permission. (violation of personal data)
- Unauthorized use of another's access, or hacking into another's profile.
- Selling, exchanging or transferring any person's access to a third party without that person's knowledge and prior written consent.
- Sending, uploading, distributing or offering illegal, inflammatory, intimidating, pornographic, racist, defamatory, harassing, threatening, abusive, fraudulent, obscene or otherwise objectionable content.
- Intentionally distributing viruses, worms, other defects, Trojans, corrupted files, hoaxes or other items of a harmful nature (information).
- Practicing and distributing pyramid schemes.
- Uploading or transmitting other content harmful to minors.
- Impersonating another person or adopting any other guise.
- Unlawfully transmitting another's intellectual property or other intellectual property without the prior written permission of the owner or license holder.
- Using the service for any infringement or in any way that violates the law (such as personality or publicity rights, or others).
- Using the service to violate another's business rules.
- Advertising or promoting illegal/unlawful activities during the use of the service.
- In any way preventing others from using the online service.
- Creating/generating users in an automated or other fraudulent way.
- Selling, reselling or otherwise using or transmitting the service for unauthorized commercial purposes without the prior permission of the service provider.

- Modifying, adapting, translating or reverse engineering the service to any extent.
- Removing the copyright notice, trademark or other proprietary reference indicated on the service.
- Reformatting, making unusable the service's website, or creating a site identical to the website.

Violation of the above rules may result in the deletion of the user account!

# Other liability rules, dispute resolution

The Service Provider does not assume any liability for damages – primarily caused by a computer virus – that occurred in the User's computer equipment or other property during entry, use of the System, or opening of harmful content. The Service Provider also does not assume liability for the system's unavailability or slow operation due to an internet service provider error.

The use of the system and the services assumes the User's knowledge and acceptance of the possibilities, risks and limitations of the Internet. The User acknowledges that they must assess any potential risks related to the use of the services themselves, and must also take care of the safe use of their computer and the protection of the data stored on it.

The Service Provider strives for, but cannot guarantee, the error-free and uninterrupted operation of the website/app, or that access to the service will be continuous or error-free. The User acknowledges that due to the characteristics of the Internet, the continuous operation of the service may be interrupted without the prior knowledge and intention of the Service Provider. The Service Provider, while adhering to the annual availability (95%), is entitled to suspend the Service partially or completely for system maintenance or other security considerations without any prior information or notification to the Users.

The Service Provider is only liable for damages caused by its culpable, unlawful conduct in accordance with the relevant rules of the Civil Code.

If, as a result of war, rebellion, act of terrorism, strike, accident, fire, blockade, flood, natural disaster, serious power supply disruption or other unforeseeable and unavoidable obstacle (force majeure) which is outside the control of the User or the Service Provider, either of them is unable to fulfill a contractual obligation, then that person is not liable for any loss or damage that has arisen as a result of these events. In this case, one must proceed cording to Sections 6:179-180 of the Civil Code.

# 16. CONFIDENTIALITY

The Parties undertake to treat this Agreement, its contents, and all information that comes into their possession during the cooperation as strictly confidential, as a business secret, for the duration of this Agreement and for 5 years after its termination, and not to disclose them in any way or bring them to the knowledge of third parties, or otherwise use them.

1.

#### **Contact Information:**

Trapshop Kft.
H-8797 Batyk, Fő utca 34.
E-mail: info@ipmflow.com



IPMFlow.com

Email: hello@ipmflow.com

Company: Trapshop Kft.

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#### **Informations**

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### **Payment Methods**



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